2006-03

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION IX

IN THE MATTER OF: San Joaquin Drum Site Bakersfield, California Chevron U.S.A. Inc., Respondent	ADMINISTRATIVE ORDER ON CONSENT CERCLA Docket No. 9-2006-0003 Proceeding Under Section 122(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9622(h)

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent (the "Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and Chevron U.S.A. Inc. ("Chevron U.S.A.," or "Respondent"), a Pennsylvania corporation. This Agreement provides for the reimbursement of response costs EPA incurred in oversight of the removal action regarding the San Joaquin Drum Site, located at 3930 Gilmore Avenue, in Bakersfield, Kern County, California.

2. This Agreement is entered into under the authority vested in the President of the United States by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Superfund Branch Chiefs pursuant to Regional Delegation 1290.20 (September 29, 1997).

3. EPA has notified the state of California of this action.

4. EPA and Chevron U.S.A. recognize that this Agreement has been negotiated in good faith and that neither the actions undertaken by Chevron U.S.A. in response at the Site, in accordance with this Agreement, nor in entering this Agreement shall constitute an admission of any fact, fault, legal issue or liability. Chevron U.S.A. does not admit, and retains the right to controvert in any proceedings other than proceedings to implement or enforce this Agreement, any facts stated in the context of this Agreement. Chevron U.S.A. agrees to comply with and be bound by the terms of this Agreement and further agrees that it will not contest the basis or validity of this Agreement or its terms in proceedings to enforce this Agreement.

5. EPA has incurred response costs at or in connection with the Site. EPA has determined that the total past and projected response costs of the United States at or in connection with the Site will not exceed $500,000, excluding interest.

II. PARTIES BOUND

6. This Agreement applies to and is binding on EPA and on Chevron U.S.A. (and its parents, affiliates, subsidiaries, successors, and assigns), collectively referenced as the "Parties" to this Agreement. Any change in operation or status of Chevron U.S.A. shall not alter its responsibilities under this Agreement. Chevron U.S.A. is incorporated in the state of Pennsylvania, resides at 6001 Bollinger Canyon Road, San Ramon, California (94583), and maintains a business presence through its operations in California.

III. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings

assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement, the following definitions shall apply:

a. "Agreement" shall mean this Administrative Order on Consent, EPA Docket No. CERCLA 9-2006-0003.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall be the effective date of this Agreement as provided in Section XVII.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, or agencies of the United States.

f. "Interest" shall mean interest at the current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time that the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

h. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral.

i. "Parties" shall mean EPA and Chevron U.S.A., its parents, affiliates, subsidiaries, successors, and assigns.

j. "RCRA" shall mean the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act), as amended, 42 U.S.C. §§ 6901, *et seq.*

k. "Removal Action" shall mean all activities to assess, characterize and remove hazardous substances from the Site.

l. "Response Costs" shall mean those costs that EPA incurred from the response action at the Site, as described in Section IV of this Agreement, and identified in Paragraph 12.

m. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

n. "Site" shall mean the real property at 3930 Gilmore Avenue and 3213 Gibson Street, in Bakersfield, California, and any contiguous real property on which hazardous substances migrated or otherwise came to be deposited by the operations of the former San Joaquin Drum Company.

IV. BACKGROUND

8. The California Department of Toxic Substances Control ("DTSC") conducted an emergency removal action at this Site in 2002 to remove abandoned underground storage tanks ("USTs") in order to mitigate the release or suspected release of hazardous substances into the environment. After DTSC completed its action, it requested technical assistance from EPA to determine whether additional USTs may have remained at the Site and to provide assistance in identifying data gaps in their characterization of this Site. To assist DTSC, EPA contractors performed a geophysical survey on June 18, 2003, to detect any metallic underground anomalies. The results of the geophysical survey indicate that there are two significant anomalies that may be abandoned USTs requiring further investigation. As stated in the Geophysical Survey Report, produced by Ninyo and Moore and dated July 3, 2003 (the "Geophysical Survey"), there are two subsurface anomalies that may be underground storage tanks. The Geophysical Survey identifies these anomalies as Anomalies "A" and "F." Between July 9 and July 12, 2003, EPA sampled ten soil borings at various depths from previously unsampled locations on the Site. Data from the sampling, included as the Soil Data Summary at Appendix A to this Agreement, reveals pesticides, metals and chlorinated volatile organic compounds present in the soil at levels that exceed the EPA's industrial preliminary remediation goal. Specifically, the contaminants in the soil include: arsenic; 4,4'-DDD; 4,4'-DDT; 4,4'-DDE; alpha-chlordane; gamma-chlordane; and benzo(a)pyrene. A map included with the Soil Data Summary notes the locations of Anomalies A and F and the soil borings. These contaminants are "hazardous substances" as defined at section 101(14) of CERCLA, 42 U.S.C. § 9601(14). On August 28, 2003, EPA received a Request for Federal Action to investigate, remove and dispose (if necessary) the anomalies identified by EPA's June 2003 geophysical survey and to remove soils contaminated with these hazardous substances.

9. Chevron U.S.A. agreed to a judicial settlement agreement with DTSC to conduct a response action at the Site. On March 31, 2004, the United States District Court for the Eastern District of California entered and approved the Settlement Agreement and Consent Decree Between DTSC and Chevron U.S.A., docket no. F-98-6264 OWW/TAG (the "Judicial Settlement"). DTSC coordinated with EPA to develop the response action subject to the Judicial Settlement, which includes the investigation and removal, if necessary, of the anomalies EPA identified. EPA arranged to provide assistance in the oversight of the work plans produced by Chevron U.S.A. to DTSC to ensure that the investigation and removal of the anomalies is satisfactory to EPA. With oversight from EPA, Chevron U.S.A. completed the investigation of the anomalies and removed hazardous substances from the Site.

10. In providing oversight of Chevron U.S.A.'s response actions, EPA incurred response costs at or in connection with the Site.

11. EPA believes that, pursuant to Section 107(a) of CERCLA, Chevron U.S.A. is a liable party for the historic generation or disposal of hazardous substances at the Site, and is jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site. There are other parties not participating in this Agreement that also may be liable for response costs at the Site pursuant to Section 107(a) of CERCLA.

V. PAYMENT OF RESPONSE COSTS

12. Within 30 days of the effective date of this Agreement, Chevron U.S.A. shall pay to EPA $113,493.45.

13. Payment by Chevron U.S.A. shall be made by certified check or by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided by EPA, and all payments shall be accompanied by a notice statement identifying the name and address of the party making payment, the amount of the payment, the Site name, the EPA Region and Site ID #09KL, and the EPA docket number for this Agreement. Payments by certified check and notices of payments shall be made to:

EPA Superfund Region 9
Attn: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

14. At the time of payment, Chevron U.S.A. also shall send notice that payment has been made to:

David Wood
Superfund Accounting (PMD-6)
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

Such notice shall reference the EPA Region, Site ID #09KL and the EPA docket number for this action. The total amount to be paid pursuant to this Agreement shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH AGREEMENT

15. Interest on Late Payments. If Respondent fails to make any payment required by Paragraph 12 by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

16. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 12 are not paid by the required date, Respondent shall be in violation of this Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 15, $500.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the Site ID #09KL, and the EPA Docket Number for this action. Respondent shall send the check (and any accompanying letter) to:

EPA - Cincinnati Accounting Operations
Attention: Region 9 Receivables
P.O. Box 371099M
Pittsburgh, PA 15251

c. At the time of each payment, Respondent also shall send notice that payment has been made to EPA in accordance with Section XIV (Notices and Submissions). Such notice shall identify the EPA Region and Site Spill ID #09KL and the EPA Docket Number for this action.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Respondent of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

17. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Respondent's failure to comply with the requirements of this Agreement, if Respondent fails or refuses to comply with the requirements of this Agreement it shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Respondent shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement. Payment of stipulated penalties shall not excuse Respondent from any other obligation required by this Agreement.

VII. COVENANT NOT TO SUE BY EPA

19. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Respondent pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Response Costs or for the response action described in Section IV. This covenant shall take effect on receipt by EPA of all amounts required by Section V (Payment of Response Costs) and any amounts due under Section VI (Failure to Comply with Agreement). This covenant not to sue is conditioned on the satisfactory performance by Respondent of its obligations under this Agreement. This covenant not to sue extends only to Respondent and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

20. EPA reserves, and this Agreement is without prejudice to, all rights against Respondent with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 19. Notwithstanding any other provision of this Agreement, EPA reserves all rights against Respondent with respect to:

a. liability for failure of Respondent to meet a requirement of this Agreement;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

21. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

IX. COVENANT NOT TO SUE BY RESPONDENT

22. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Response Costs or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of California, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Response Costs.

23. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

24. Respondent agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondent with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

25. The waiver in Paragraph 24 shall not apply with respect to any defense, claim, or cause of action that Respondent may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against Respondent. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

26. Except as provided in Paragraph 24 (Non-Exempt De Micromis Waiver), nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. Except as otherwise provided by this Agreement, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

27. EPA and Respondent agree that performance in accordance with this Agreement does not constitute an admission of any liability by Respondent. Respondent does not admit and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section IV of this Agreement.

28. The Parties agree that Respondent is entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Response Costs and the response actions described in Section IV.

29. Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Respondent also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim. In addition, Respondent shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial related to this Agreement.

30. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondent shall not assert, and may not maintain, any defense or claim based on the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based on any contention that the claims raised in the subsequent proceeding were or should have been resolved through this Agreement; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section VII.

XI. SITE ACCESS

31. If the Site, or any other property where access is needed to implement this Agreement, is owned or controlled by the Respondent, Respondent shall, commencing on the Effective Date, provide EPA and its representatives, including contractors, with access at all

reasonable times to the Site or such other property for the purpose of conducting any activity related to this Agreement.

32. Where any action under this Agreement is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain all necessary access agreements within ten (10) days after the Effective Date, or as otherwise specified in writing. Respondent shall immediately notify EPA if, after using its best efforts, it is unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondent shall describe in writing its efforts to obtain access. EPA may then assist Respondent in gaining access to the extent necessary to effectuate any necessary response actions, using such means as EPA deems appropriate. Respondent shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access.

33. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XII. ACCESS TO INFORMATION

34. Respondent shall provide to EPA, on request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the response action. Respondent also shall make available to EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the response action.

35. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

36. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondent asserts such a privilege in lieu of providing documents, it shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or

information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Agreement shall be withheld on the grounds that they are privileged.

37. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XIII. RECORD RETENTION

38. Until five (5) years after the Effective Date, Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to the performance of the Removal Action or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Respondent also shall instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Removal Action consistent with this Paragraph.

39. At the conclusion of this document retention period, Respondent shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, on request by EPA, Respondent shall deliver any such records or documents to EPA. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, it shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Agreement shall be withheld on the grounds that they are privileged.

40. Respondent hereby certifies that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the state of California and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIV. NOTICES AND SUBMISSIONS

41. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and the Respondent.

As to EPA:

Janet Yocum
EPA, Region IX (SFD 9)
75 Hawthorne Street
San Francisco, California 94105

As to Respondent:

Michael Coats
Chevron Environmental Management Company
6001 Bollinger Canyon Road, K-2092
San Ramon, California 94583

XV. INTEGRATION

42. This Agreement constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement.

XVI. PUBLIC COMMENT

43. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

XVII. EFFECTIVE DATE

44. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Section XVI has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

Each undersigned representative of the Parties is authorized to enter into the terms and conditions of this Agreement and to bind the parties to this document.

It is so ORDERED and Agreed this 30 day of March, 2006.

BY: _____ DATE: 30 March 06

Daniel A. Meer
for Branch Chief
Response, Planning and Assessment Branch
U.S. Environmental Protection Agency, Region 9

For Respondent, CHEVRON U.S.A. Inc.: _____

By: _____

Hongyan Xun

Title: Assistant Secretary